



CODE OF CONDUCT FOR BUSINESS PARTNERS



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INTRODUCTION

In this Code, all references to CSF Group shall include CSF Advisers Sdn Bhd and ATLAS CSF Sdn Bhd. CSF Group is committed to operating our business with integrity, responsibility and ethics. This Code applies to all our Business Partners – meaning but not limited to Business Partners, contractors, consultants, distributors and dealers and their respective agents, Affiliates and sub-contractors and it also applies in our business activities and in all our dealings with external stakeholders.

We expect our Business Partners (“Business Partner(s)” or “you”), including their employees, agents, Affiliates, Business Partners and subcontractors (“Business Partners’ Affiliates” or “your Affiliates”) to adhere to the standards as set out in this Code of Conduct for Business Partners. While it serves as a guide to assist you, it does not alter or reduce your obligations set out under any applicable law, rule or regulation in any jurisdiction, or in a written agreement, request for proposal or tender document between you and CSF Group.

All Business Partners are required to acknowledge their acceptance of this Code by signing the Declaration of Integrity (Appendix 1) and Declaration of Interest (Appendix 2) (the “Forms”) and returning the same to CSF Group by the following method:

1. Original Forms must be executed and submitted to CSF Group at CSF Computer Exchange, 3552 Jalan Teknokrat 6, Cyberjaya, 63000 Selangor Darul Ehsan within seven (7) days of receipt of this Code of Conduct.

In the event that a Business Partner does not return the complete and executed Forms, CSF Group reserves the right to no longer engage with the Business Partner for current or future opportunities (commercial or otherwise) and/or take any action listed in Clause 8.5 in relation to any ongoing business or contractual relationship until such Forms are executed.

This Code does not represent a commitment on the part CSF Group to your company, nor does it represent a commitment to pursue any business opportunities identified or to be identified. Neither your company nor CSF Group will have any obligations to each other unless and until such obligations are specifically set forth in an agreement executed by both your company and CSF Group. This Code may be amended from time to time and Business Partners are expected to comply with the latest version.



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1. COMPLIANCE WITH LAWS

- 1.1. Our Business Partners must understand and comply with all laws, rules and regulations, including, but not limited to, laws related to anti-corruption, competition, occupational health and safety, privacy and data protection, and any other laws described herein in Malaysia and also applicable to their businesses wherever conducted throughout the world.
- 1.2. Business Partners shall comply with all applicable labour, employment, and human rights legislation including, but not limited to, minimum wage, minimum age for employment, and maximum hours of work. Business Partners must obtain all valid licences and permits to conduct the activities for which they have been contracted by CSF Group.

2. CONDUCTING BUSINESS WITH INTEGRITY

2.1. Business Partners shall:

- 2.1.1. Adhere to CSF Group's Anti-Bribery and Anti-Corruption Policy ("ABAC Policy") in force at the date of this Code and any subsequent amendments to the same or contact their CSF Group's key contact, for matters not specifically stated in this Code. Further information on CSF Group's ABAC Policy can be found on www.csf-group.com;
- 2.1.2. **NEVER** offer, give, promise, request, accept, or authorise any bribe, gift, fee, reward, advantage, or anything of value directly or indirectly to any of CSF Group's employees, government officials and/or their family members, private parties or entities to obtain a business advantage or to improperly influence any action or decision.
- 2.1.3. **NEVER** make facilitation payments, whether directly or indirectly.
- 2.1.4. Ensure all your Affiliates, referral parties, and affiliates used in connection with CSF Group adhere to these standards and have not engaged in, and shall not engage in, improper or illegal conduct.
- 2.1.5. Maintain complete and accurate books and records relating to all CSF Group's business, together with supporting documentation, in accordance with applicable accounting principles, laws, and regulations.
- 2.1.6. Act lawfully & responsibly when using social media.
- 2.1.7. Ensure that neither you nor any of your directors, officers, employees or your Affiliates who may be involved or is involved in a business transaction with CSF Group has been convicted of any offence involving bribery or corruption or fraud; nor to the best of your knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the relevant laws.



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3. COMMITMENT AND ACCOUNTABILITY

Our Business Partners must maintain full accountability for services rendered/ goods provided and honour their commitment in accordance with their obligations under the specific contracts or agreements and undertakings with CSF Group.

4. AVOID CONFLICT OF INTEREST

- 4.1. Business Partners with a real or potential conflict of interest or who is related to any of CSF Group must disclose the conflict to CSF Group by filling up Appendix 1 even if such knowledge arises after the appointment or engagement and to take action to proactively address the conflict as soon as it is known.
- 4.2. Business Partners must avoid any act or omission which may give rise to conflicts of interests in the discharge of Business Partners' obligation or work in relation to the contract(s) entered with CSF Group. Business Partners must not gain any improper advantage or preferential treatment in their relationship or dealing with CSF Group's employees. If in doubt or should there be any situation of an actual or potential conflict of interest and/or improper advantage, Business Partners must report of such situation to CSF Group in accordance with Clause 9 under this Code.

5. MAINTAIN CONFIDENTIALITY

Our Business Partners must respect CSF Group's intellectual property, trade secrets and other confidential, proprietary or sensitive information.

5.1. Confidentiality Obligation: Business Partners must:

- 5.1.1. keep confidential all information made available by CSF Group for purposes of the procurement and/or business (confidential information);
- 5.1.2. not disclose or share any of CSF Group's confidential information to any person without first, obtaining CSF Group's prior consent in writing;
- 5.1.3. not disclose CSF Group's confidential information for any purpose except to the extent necessary to exercise their rights and perform their obligations for the procurement, business or contract;
- 5.1.4. have appropriate controls, policies and procedures in place to protect CSF Group's confidential information and prevent any information leakage;
- 5.1.5. comply with any Non-Disclosure Agreement signed with CSF Group all applicable data privacy and data protection laws and implement policies and controls to ensure that the privacy rights of personal data subjects are respected; and
- 5.1.6. use reasonable and practicable means to ensure that Business Partners' Affiliates comply with the obligation of the confidentiality.

5.2. Protection of Intellectual Property Obligation:

Business Partners must:

- 5.2.1. comply with all CSF Group's intellectual property ("IP") rights. Any transfer of technology and know-how must be done in a manner that protects the intellectual property rights of CSF Group.
- 5.2.2. only use software and technology which have been legitimately acquired and licensed, in accordance with the Business Partners' respective terms of use or licence.
- 5.2.3. comply with all other relevant third parties' IP rights.

Restriction on Making Public Statement and Giving of Reference

- 5.2.4. Business Partners are prohibited from making or circulating any public statement on content related to the business, contract or affairs of CSF Group including referring to CSF Group's name for marketing purposes.

6. PROVIDE A SAFE WORKING ENVIRONMENT

- 6.1. Our Business Partners shall provide a healthy and safe workplace to their employees, and comply with all applicable health and safety laws, regulations and standards including all statutory requirements and Acts under the "Occupational Safety and Health Act and Regulations 1994" (OSHA), "Factory and Machinery Act 1967" (FMA), Construction Industry Development Board (CIDB) Guidelines on First-Aid Facilities in the Workplace (as and where applicable).
- 6.2. Any person providing on-site services in CSF Group's facility and premises including construction site is required to comply to CSF Group's site-specific safety requirement including CSF Group's Site Security, Safety, Health and Environment Regulations for Contractors and Workers (including any revisions thereto made known to you from time to time).

7. ETHICAL BEHAVIOUR

- 7.1. Business Partners and Business Partners' Affiliates shall not be involved in illegal use drugs or alcohol consumption in CSF Group's premises, facility or construction site, or any other activity which may bring CSF Group into disrepute. Prohibited substances may not be brought, kept, consumed, sold, purchased or dealt with in any way on CSF Group's premises, facility or construction site.
- 7.2. Violent behaviour or harassment that includes unwelcome verbal, visual, psychological, physical or other conduct of any kind that creates an intimidating, offensive or hostile work environment are deemed as unacceptable behaviour.
- 7.3. CSF Group does not tolerate harsh, inhumane treatment of any of the Business Partners' employees, child labour, and any other form of discrimination, including gender discrimination during the performance of the Business Partners' contractual obligation to CSF Group.

8. COMPLIANCE WITH THIS CODE

- 8.1. Our Business Partners should read and understand this Code and consult their CSF Group key contact if they have any questions. Our Business Partners shall adhere to



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the standards described in this Code when undertaking work with or on behalf of CSF Group and are responsible for ensuring compliance with this Code.

- 8.2. Our Business Partners shall obtain and/or ensure compliance to this Code by its Business Partners' Affiliates who have dealings with CSF Group.
- 8.3. If and when any situation arises that causes our Business Partner to violate this Code, our Business Partner shall immediately inform CSF Group via any of the modes mentioned in Clause 9 under this Code.
- 8.4. Business Partners are expected to cooperate fully in any investigation and shall provide CSF Group with reasonable access to business records, documents, personnel and facilities related to matters involving CSF Group.
- 8.5. Failure by any Business Partner to comply with this Code or applicable laws and regulations will be sufficient cause for CSF Group to take any of the following actions or combination of any of the following actions against the Business Partners for breaching this Code:
 - 8.5.1. Suspension or termination of any or all contract(s) and/or business relationships;
 - 8.5.2. Deduction of any amount of money which is due or becoming due to you under any contract(s) and/or business relationships;
 - 8.5.3. Requiring you to substitute any of your representative who breaches this Code or acting inconsistent with this Code immediately;
 - 8.5.4. Disqualifying you from participating in any tender or procurement exercise for a period to be determined by CSF Group at CSF Group's sole discretion; without prejudice to any other rights or remedies CSF Group may have or any other appropriate action which CSF Group may seek under the terms of the contract or under applicable laws.

9. RAISING CONCERNS

- 9.1. All disclosures are to be channelled in accordance with the procedures outlined under CSF Group Whistleblowing Policy.
- 9.2. For more information on CSF Group Whistleblowing Policy, visit www.csf-group.com.
- 9.3. The whistleblower will be accorded the necessary protection against any detrimental action or unfair treatment, provided that the disclosure is made in good faith. The identity of the whistleblower will be kept confidential to the extent possible unless required under the applicable laws.

(END)



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APPENDIX 1

DECLARATION OF INTEGRITY

We hereby declare that we have received, read and understand the CSF Group’s Code of Conduct for Business Partners (this “Code) and acknowledge that:

1. The Code forms part of any agreement or business relationship between us and CSF Group and is binding on us;
2. We shall comply with and agree to be bound by the terms of this Code and any revision there to made known to us from time to time by CSF Group;
3. We shall ensure that our employees, agents, Affiliates, Business Partners and subcontractors that supply products and/or services to CSF Group shall act in accordance with this Code; and
4. We acknowledge that CSF Group has the right to take any action as it deems fit if the we or any of our Business Partner Affiliate is found to have breached any requirements in the Code or any other terms and conditions imposed pursuant to the Code. Such actions include any of the following or combination of any of the following:
 - a. Suspension or termination of contract or agreement and any other business relationship between us and CSF Group;
 - b. Deduction of any amount of money which is due or becoming due to the us under the Agreement and/or any other contract(s)/business relationship between us and CSF Group;
 - c. Requiring us to substitute any of our Affiliates who breaches the Code or acting inconsistent with the Code immediately;
 - d. CSF Group reserves the right to disqualify us from participating in any tender or procurement exercise for a period to be determined by CSF Group’s sole discretion; without prejudice to any other rights or remedies CSF Group may have or any other appropriate action which may seek under the terms of the contract or under the laws.
5. We acknowledge that the obligations in this declaration shall commence from the our acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the agreement or business relationship with CSF Group, including the termination and expiration of the agreement or business relationship with CSF Group.

Signature and Company Stamp

Witness Signature

Name :
 Designation :
 NRIC No :
 Date :

Name :
 Designation :
 NRIC No :
 Date :



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APPENDIX 2

DECLARATION OF INTEREST

Conflict of Interest: To avoid any potential, perceived or actual conflict of interest, Business Partners are required to furnish this declaration to indicate if there is any conflict (actual or perceived) (as defined below), by filling out and signing this Declaration of Interest.

Deemed Connection: There is a Deemed Connection if:

- (a) the Business Partner,
- (b) any affiliated companies, subsidiaries, other companies with common shareholding or any other related parties forming part of the same group as the Business Partner (collectively, "**Affiliates**"),
- (c) any of the Business Partner’s shareholders or shareholders of any Affiliate (collectively "**Shareholder Interests**"), and/or
- (d) any of the Business Partner’s key personnel or key personnel of any Affiliate, including but not limited to the President, Vice-President, Chairman, Vice-Chairman, Director, Chief Executive, General Manager, Deputy General Manager, Business Manager, Sales Director, legal representative and other similar designations (collectively, "**Key Staff**"), has any family member or relative ("**Family Member**") who is a current employee within CSF Group whether on a full time basis or otherwise.

Multiple Bids / Collusion: There is also a Deemed Connection if the Business Partner, or any Affiliate, Shareholder Interest or Key Staff is also participating in the same tender or request for proposal/quotation (howsoever named) for the procurement of goods or services with the CSF GROUP.

Family Members: For the purposes of this Business Partner Declaration – Deemed Connection, Family Member shall include (but is not limited to) any of the following relationships (whether by birth or otherwise, save in the context of (i)):

- (i) husband/wife, (ii) father/mother, (iii) son/daughter,
- (iv) brother/sister, (v) uncle/aunt, (vi) grandfather/grandmother,
- (vii) cousin, (viii) niece/nephew, and (ix) grandchild.

Declaration: I hereby declare, on behalf of the Business Partner and all Affiliates, Shareholder Interests and Key Staff, as follows:

- (1) Deemed Connection: There is **no / one or more¹ Deemed Connection** due to one or more Family Members being a current/former² employee within CSF Group, as follows:

Name of Deemed Connection	Relationship with Business Partner	Department Worked In CSF Group

¹ Please delete as applicable.
² Please delete as applicable.



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- (2) Multiple Bids / Collusion: There is **no Deemed Connection** due to Family Member(s) participating in the same tender or request for proposal/quotation (howsoever named) for the procurement of goods or services with the CSF Group. We agree that
 - (i) a breach of this statement shall be deemed as an attempt by us to collude against CSF Group in bad faith,
 - (ii) in such event, CSF Group is entitled to suspend any and all business activities with us and preclude us from any future procurement activities involving CSF Group.
- (3) Notification: The Business Partner will immediately notify CSF GROUP in writing if and when there is a Deemed Connection that has not been previously notified to you, or if there is any change to any of the above declarations (1) and (2).
- (4) Effect of Non-Disclosure or Non-Compliance: The Business Partner is aware that any material non-disclosure or non-compliance with this Business Partner Declaration – Deemed Connection or with the Code of Conduct may prejudice the potential and ongoing business relationship and agreements with CSF Group.

Business Partner’s Acknowledgment of Business Partner Declaration – Deemed Connection

Business Partner’s Acknowledgement: I, _____ *authorized signatory** of _____ (“**Business Partner**”) having the requisite power and authority, hereby

- (i) acknowledge and confirm, on behalf of the Business Partner and all Affiliates, Shareholder Interests and Key Staff, that we understand the purpose and scope of this document, and
- (ii) make the above declarations (1) to (4) set out in this Business Partner Declaration – Deemed Connection.

Signature

Company Stamp

Name :

Contact No :

Designation :

(Mobile) :

Date :

Email :